

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS CONTRACT 23 (MC2015-16)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2015-20

**NOTICE OF UNITED STATES POSTAL SERVICE OF
AMENDMENT TO PRIORITY MAIL EXPRESS CONTRACT 23,
WITH PORTIONS FILED UNDER SEAL**
(July 1, 2016)

The Postal Service hereby provides notice that the terms of Priority Mail Express Contract 23, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express Contract 23 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not have a material effect on the cost coverage of Priority Mail Express Contract 23. Therefore, the supporting financial documentation and financial certification initially provided in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the material that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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July 1, 2016

ATTACHMENT A

REDACTED AMENDMENT TO PRIORITY MAIL EXPRESS CONTRACT 23

AMENDMENT 1 OF 1
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL EXPRESS SERVICE

WHEREAS, the United States Postal Service (“the Postal Service”) and [REDACTED] (“Customer”) entered into a shipping services contract regarding Priority Mail Express service on December 20, 2014.

WHEREAS, the Parties desire to amend the Customer’s name listed in the contract, to reflect the Customer’s new company name and Sections I.B, I.C, and I.E of this Contract and add new Section I.L, all as detailed below.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

The Parties hereby agree to change Customer’s company name from [REDACTED] to [REDACTED]. Customer’s principal office address will remain the same. In addition to the name change set forth in the first sentence, Sections I.B, I.C, and I.E of this Contract will be amended and new Section I.L will be added, all as detailed below.

[Replace Sections I.B, I.C, and I.E in their entirety, as follows. Section I.D remains unchanged.]

I. Terms

- B. This contract applies to Customer’s Priority Mail Express packages [REDACTED]. [REDACTED] All of Customer’s Priority Mail Express packages, irrespective of the applicable rate, will be included toward Customer’s annual volume requirement (“Contract Packages”).
- C. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number to ship such packages, and will use the Electronic Verification System (eVS), other USPS approved manifest systems, or USPS approved PC Postage vendors for payment of such packages. Customer shall provide the Postal Service, in writing, a list of its permit numbers and/or PC

Postage accounts for approval. Contract pricing for newly approved permits will be effective within fifteen (15) business days after they are reported to the Postal Service in writing. Only volume shipped from authorized permits and/or PC Postage accounts shall qualify for contract prices under this contract.

- E. Volume Commitment. Customer shall mail at least [REDACTED] Priority Mail Express packages annually.

[Insert new Section I.L, as follows.]

- L. Marketplace and Third Party Rate Extension Requirements. The minimum prices offered by Customer in the marketplace shall be the prevailing Priority Mail Express Commercial Base prices, and any rate offered by Customer must be at prevailing published Priority Mail Express prices for the appropriate product or service.

Before Customer may extend contract prices under this agreement to any third party, Customer must first provide the Postal Service with the name and shipping profile of the third party, along with the permit numbers and/or PC Postage accounts, referenced in Section I.C above. In its sole discretion, the Postal Service will determine if Customer may extend contract prices to any third party. Customer may not extend contract prices to any current Postal Service customer. Any exceptions to this requirement must be mutually agreed upon in writing.

Any violation of this section shall, at the Postal Service's discretion, be grounds for the immediate termination of this Contract. The Postal Service shall notify Customer of its intention to terminate the contract pursuant to this section. The contract may terminate following five (5) business days from Customer's receipt of such notice."

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: _____

Printed Name: Cliff Rucker

Title: VP Sales

Date: _____

6/24/16